



# EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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NEW YORK MICROSCOPE COMPANY, INC.

Plaintiff,

-against-

BYERS HOLDING GROUP LLC, and  
USA CAPITAL FUND, LLC d/b/a USA MEDICAL  
SUPPLY,

Defendants.

-----X

**SECOND AMENDED NOTICE  
TO TAKE DEPOSITION**

Docket No. 23-cv-03718-JMA-ARL

**PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Plaintiff will take the testimony, upon oral examination, of Defendant **BYERS HOLDING GROUP LLC**, as an adverse party, before a notary public who is not an attorney or an employee of an attorney for any party or respective party herein, and who is not a person who would be disqualified to act as a juror because of interest or because of consanguinity or affinity to any party herein, at the office of Meltzer, Lippe, Goldstein & Breitstone, LLP, 190 Willis Avenue, Mineola, New York 11501 on **Thursday, September 4, 2025 at 10:00 a.m.**, and/or at any recessed or adjourned date, with respect to the matters listed in Schedule A. In addition, the deponent shall bring to the deposition any documents and communications not previously produced by Defendants that relate to the matters listed in Schedule A.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will continue from day to day until completed. You are invited to attend and cross-examine.

Dated: July 25, 2025  
Mineola, New York

MELZER, LIPPE, GOLDSTEIN & BREITSTONE, LLP

By: *s/ Kimberly Ahrens*  
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### **SCHEDULE A**

1. Defendant Byers Holding Group LLC's ("Byers") counterclaims for (1) Breach of Contract; (2) Breach of the Covenant of Good Faith and Fair Dealing; and (3) Unjust Enrichment.

2. Plaintiff's claims for (1) Breach of Contract against Byers; (2) Unjust Enrichment against Byers; (3) Quantum Meruit against Byers; (4) Tortious Interference against USA Capital Fund, LLC d/b/a USA Medical Supply ("USA Medical"); and (5) Conversion against USA Medical.

3. Byers' affirmative defenses to Plaintiff's claims.

4. Byers' search for responsive documents and communications in response to Plaintiff's document demands.

5. Byers' responses to Plaintiff's interrogatories.

6. Communications between Byers and Plaintiff concerning the subject contract.

7. Communications between Byers and Plaintiff concerning payment to Plaintiff.

8. Correspondence, including emails, text messages, and phone calls, between Ossnat Koenig and Zachary Byers concerning (1) the subject contract; and (2) payment to Plaintiff.

9. All documents and communications produced by Byers.

10. All communications by and between Byers, Zachary Byers and/or their representative and USA Medical, Steve Luk and/or their representative.

11. All communications between Byers, Zachary Byers and/or their representative and Indian Health Services.

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Docket No. 23-cv-03718-JMA-ARL

**PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure 30(b)(6), Plaintiff will take the testimony, upon oral examination, of Defendant **USA CAPITAL FUND, LLC d/b/a USA MEDICAL SUPPLY**, as an adverse party, before a notary public who is not an attorney or an employee of an attorney for any party or respective party herein, and who is not a person who would be disqualified to act as a juror because of interest or because of consanguinity or affinity to any party herein, at the office of Meltzer, Lippe, Goldstein & Breitstone, LLP, 190 Willis Avenue, Mineola, New York 11501 on **Wednesday, September 10, 2025 at 10:00 a.m.**, and/or at any recessed or adjourned date, with respect to the matters listed in Schedule A. In addition, the deponent shall bring to the deposition any documents and communications not previously produced by Defendants that relate to the matters listed in Schedule A.

**PLEASE TAKE FURTHER NOTICE THAT** the deposition will continue from day to day until completed. You are invited to attend and cross-examine.

Dated: July 25, 2025  
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### **SCHEDULE A**

1. Defendant USA Capital Fund, LLC d/b/a USA Medical Supply's ("USA Medical") unnamed counterclaim.
2. Plaintiff's claims for (1) Breach of Contract against Defendant Byers Holding Group LLC ("Byers"); (2) Unjust Enrichment against Byers; (3) Quantum Meruit against Byers; (4) Tortious Interference against USA Medical; and (5) Conversion against USA Medical.
3. USA Medical's affirmative defenses to Plaintiff's claims.
4. USA Medical's search for responsive documents and communications in response to Plaintiff's document demands.
5. USA Medical's responses to Plaintiff's interrogatories.
6. Communications between USA Medical and Plaintiff concerning the subject contract.
7. Communications between USA Medical and Plaintiff concerning payment to Plaintiff.
8. Correspondence, including emails, text messages, and phone calls, between Ossnat Koenig and Steve Luk concerning (1) the subject contract; and (2) payment to Plaintiff.
9. All documents and communications produced by USA Medical.
10. All communications by and between USA Medical, Steve Luk and/or their representative and Byers, Zachary Byers and/or their representative.
11. All communications between USA Medical, Steve Luk and/or their representative and Indian Health Services.